

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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San Francisco P.O. Box 420603
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TRAVEL AND SUBSISTENCE PROVISION

FOR

ROOFER:

ROOFER, KETTLEMAN

HELPER

KETTLEMAN (2 KETTLES)

BITUMASTIC, ENAMELER, COAL TAR, PITCH AND
MASTIC WORKER

IN

SANTA CRUZ COUNTY

WORKING AGREEMENT

LOCAL UNION NO. 95

**United Union of Roofers, Waterproofers
and Allied Workers**

&

**ASSOCIATED ROOFING CONTRACTORS OF
THE BAY AREA COUNTIES, INC.**

August 1, 2006 to July 31, 2011

RECEIVED
Department of Industrial Relations

JAN 18 2007

**Div. of Labor Statistics & Research
Chief's Office**

Article XVI

Subcontracting

The Employer agrees that it will not subcontract, sublet, assign or otherwise transfer any work covered by this Agreement to be performed at any construction site, to any person, firm or employer who is not a party to this Agreement, or who does not agree in writing prior to the commencement of such work to abide by all the terms of this Agreement.

Article XVII

Job Efficiency

The Employer and the Union recognize the necessity of eliminating restrictions and promoting efficiency. No rules, customs or practices shall be permitted that limit production or increase the time required to do the work and no limitations shall be placed on the amount of work which an employee shall perform during the work day, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices or methods, provided, however, that no employee shall be required to work under any conditions that are injurious to his health and safety.

Article XVIII

Transportation, Travel Time and Out of Town Expenses

Section 1. Pay for Travel Time

- (a) Travel compensation for all employees who are directed by the Employer to report directly to the job site shall be reimbursed the amount specified according to the zone schedule as defined herein. An employee who has not been told where to report should contact the Employer between 4:00 p.m. and 6:00 p.m. the day before he is scheduled to report in order to receive instructions on where to report. An employee directed to report to the job site may report instead to the Employer's shop for the limited purpose of traveling on the Employer's vehicle(s) from the shop to the job site and from the last job site of the day back to the shop. Time spent in such travel shall not be counted as time worked and the employee will not be compensated for this time spent in travel to and from a job. All employees who are directed to report directly to the job site as well as those who choose to report to the Employer's shop for the limited purpose of traveling in the Employer's vehicle shall be reimbursed for travel expenses at the per diem rate required for the "Zone" in which the job site is located. The travel zones shall originate from the intersection of Highways 101 and 880.

Zones Defined and Compensation

<u>Zone 1</u>	Beyond 45 mile radius to 60 miles	\$20.00 per day or Subsistence Allowance
<u>Zone 2</u>	Beyond 60 mile radius	\$35.00 per day or Subsistence Allowance

- (b) Every driver of an Employer's vehicle, any employee who is required to report to the shop or any place other than the job site as well as time spent traveling during the work day (i.e., site to site or to supply yard) shall be considered work time as per applicable state and/or federal law.
- (c) All time spent in travel, which is required to be counted as time worked by this section, shall be paid at the regular straight time rate if during the regular work day, and as overtime at the rate of time and one-half outside the regular work day hours.

Section 2. Mileage and Parking Expense Reimbursement The Employer agrees to furnish transportation that is safe and lawful. An employee who furnishes his own transportation for travel during times when he would be compensated as time worked as provided in Section 1, shall in addition to travel time pay be reimbursed for the travel expense of using his own vehicle at the current mileage reimbursement rate established by the Internal Revenue Service for each mile actually traveled. Said mileage reimbursement shall be the sole and exclusive travel expense to which employees are entitled for work-related use of a personal vehicle.

If the Individual Employer directs the employee to use his or her personal vehicle to report to the job site and free parking is not available, the Individual Employer shall designate one or more approved paid parking locations. If the employee utilizes an approved parking location, the Individual Employer upon the submission of a valid receipt shall reimburse the employee's actual parking expenses.

Section 3. Out of Town Subsistence Allowance

- (a) When it is necessary for an employee to remain out of town overnight, the employer agrees to pay all reasonable expenses. The employer shall designate lodging facilities of not less quality than Motel 6, two (2) employees to a room, and provide each employee with a meal allowance of \$25.00 per day. If previous arrangements for lodging facilities have not been made, the employee and the employer shall mutually agree on reasonable lodging facilities and the employee shall be reimbursed for the actual out of pocket cost incurred as demonstrated by receipts. No subsistence allowance is required for any day for which the employee received pay for travel time and mileage expense reimbursement to return from the subsistence area.
- (b) For the purpose of this section, the employee shall be deemed employed on the job during any period when the job is shut down or partially down, including Saturdays, Sundays or Holidays, if the employee remains on the job site and if employed on the job on the day before and the next work day after the shut down, provided work is available. In lieu of the subsistence allowance for such days, the Employer may elect to pay travel time and mileage expense reimbursement from the subsistence area and return.

Article XIX

Bonding and Collection

Section 1. In order to secure payment of wages, fringe benefit contributions, liquidated damages and any other financial obligations created by this Agreement or the trust agreements, the Employer agrees that prior to employing any employees hereunder, or the right to have employees hereunder, he will post a bond with the Trust in a form approved by the Trustees and with a surety licensed to do business as a corporate surety in the State of California. For Employers with four (4) or fewer employees covered by the fringe funds the bond amount shall be five thousand (\$5,000.00) dollars. For Employers with five or more employees covered by the fringe funds the bond amount shall be ten thousand (\$10,000.00) dollars.

The Board of Trustees may, to protect the interest of the Trusts, vote to raise the minimum bonding requirement. At such time the new requirement will automatically become part of this Agreement.

Section 2. The Employer further and additionally agrees to pay all reasonable costs and attorney's fees necessary and incurred to collect any amounts due hereunder in the event of the default in performance by the Employer hereunder, including collection of sums due hereunder by demand or suit on the surety bond.

Section 3. Either the Union or the Trustees of a Trust established or existing for receipt of monies collected hereunder may commence action in law or equity to enforce the collection of any amounts due or that become due under this Agreement or any trust agreement established pursuant to the terms of this Agreement.

Section 4. All contributions required hereunder are due and payable according to the provisions of the trust agreement. Default of performance by the Employer shall be substantial breach of this Agreement, and the following remedies and action may be taken within the discretion of the Union or at the discretion of the Board of Trustees of the Fringe Benefit Trust Fund: